

**GOVERNMENT OF
KARNATAKA**



BANGALORE DEVELOPMENT AUTHORITY
REQUEST FOR PROPOSAL

“Preparation of Detailed Project Report and Tender documents for the proposed Peripheral Ring Road-2 (Bangalore Business Corridor) connecting Hosur Road to Mysore Road via Banneraghatta & Kanakapura road and Providing Project Management Consultancy Service during the Construction period”.

Indent No.BDA/EE(NPKL)/Tender/06/2023-24

**The Executive Engineer
Nadaprabhu Kempegowda Layout Division,
Bangalore Development Authority,
*No.101/3, and 102/2, BDA Office Complex,
Jnanabharathi Layout, BM Road,
Kengeri, Opp to Metro Piller No.594,
Bangalore-560060***

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SECTION -1 LETTER OF INVITATION

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1. Bangalore Development Authority is desirous of obtaining Consultancy services for “Preparation of Detailed Project Report and Tender documents for the proposed Peripheral Ring Road-2 (Bangalore Business Corridor) connecting Hosur Road to Mysore Road via Banneraghatta & Kanakapura road and Providing Project Management Consultancy Service during the Construction period”. BDA/EE(NPKL)/Tender/06/2023-24 More details on the Services are provided in the attached Terms of Reference.
2. Deleted
3. The consultant will be selected under Least Cost Selection (LCS) procedures described in this RFP.
4. The RFP includes the following documents:

Section-1 – Invitation Bids

Consultant

Executive Engineer

Section-2 - Information to
Consultants Section-3 - Terms of
Reference

Section-4 - Technical Proposal - Standard
Forms Section-5 - Financial Proposal -
Standard Forms Section-6 - Standard
Form of Contract.

Yours sincerely,

*[Signature, name, and
position of Client's
representative]*

Consultant

Executive Engineer



**BANAGALORE DEVELOPMENT
AUTHORITY
OFFICE OF THE EXECUTIVE ENGINEER (NPKL DIVISION),
Bangalore Development Authority, Bangalore**

NO. BDA/EE(NPKL)/Tender/06/Services/ 872/2023-24. **Date:** 27/02/2024

**INVITATION FOR TENDER (IFT)
(Two Cover System)

(Through GOK e - Procurement
Portal Only)**

1. The Executive Engineer, NPKL, BDA on behalf of the Commissioner, BANGALORE DEVELOPMENT AUTHORITY (BDA), invites Proposals (Technical and Financial) for appointing Consultant for preparation of DPR, Supervision, Project Management and Quality control for the project detailed in the table below.

2. The detailed Objectives and the Scope of the Assignment shall be as

Consultant

Executive Engineer

per Request for Proposal (RFP) Document and it may be downloaded from the Government of Karnataka e - Procurement Website <https://kppp.karnataka.gov.in> The RFP Document can be downloaded in the Portal as per the prescribed Date and Time published in the Portal. Interested Consultants who wish to participate shall remit online Transaction Fee for the RFP Document after registering in the Portal. The Transaction Fee is non refundable.

3. Proposals must be submitted online through e-procurement portal and the opening of bids will be as per the e-procurement portal guidelines
4. Other details can be seen in the RFP document.

TABLE

Sl. No .	Name of work	EMD Rs. in lakhs	Time for completion
1	““Preparation of Detailed Project Report and Tender documents for the proposed Peripheral Ring Road-2 (Bangalore Business Corridor) connecting Hosur Road to Mysore Road via Banneraghatta & Kanakapura road and Providing Project Management Consultancy Service during the Construction period”. Approximate cost of the work for which service tender his invited for Rs.1569.00 Cr No.BDA/EE(NPKL)/Tender/06/2023-24	5.00 Lakhs (Rs. 1.00 Lakh will be as per E-procurement portal & Balance amount is in the form of Bank Guarantee)	30 Months (including Monsoon)

The Details of Scope of work, Eligibility Criteria, Qualification information, quantities etc., required will be as per Tender document and published in E-Portal & as per the Table.

Following shall be the calendar of Tendering:

Pre bid meeting held on

: 20/03/2024 at 16:00 hrs

Last Date & Time for receipt of tenders
16:00 hrs

: 03/04/2024 at

Date & Time for Opening of Technical Bid
Intimated

: Shall be

Award of successful Tenderer

: Shall be Intimated

Address for Communication:

Executive Engineer
Nadaprabhu Kempegowda
Layout
Bangalore Development
Authority,
Mob:9980244677

(1) The tender comprises two cover system of (a) Technical Bid and (b) Financial Bid.

- As per e-portal

2) The Financial bid of only those Tenderers who fulfill the eligibility criteria and qualification information, shall be opened.

- TENDER document may be downloaded from Government of Karnataka e- Procurement website <https://kppp.karnataka.gov.in> . under login for Contractors from 01/03/2024 Aspiring Bidders/Contractor who have not registered in e-procurement should register before participating through the website <https://kppp.karnataka.gov.in>.
- EMD and tender processing fee should be submitted in the form of e - payment through e- procurement only. (Rs. 1.00 Lakh will be as per E-procurement portal & Balance amount is in the form of Bank Guarantee with 135 days validity from the closing date of Tender. The Bank Guarantee should be scanned and uploaded in the E-procurement portal. After the tender closing date and time the same Bank Guarantee should be submitted to Executive Engineer, NPKL, BDA.)
- Bidders/Contractors Should attach all the Scanned copies of certificates pertaining to their eligibility criteria, qualification information documents EMD, through e-procurement and liquid assets and / or availability of credit facilities (Credit lines / letter of credit / certificate from Nationalized/scheduled banks), failing which the bid will not considered. No physical document shall be considered.
- Non-submission of tender attracts action as per conditions stipulated in the rules of Registration of Contractors.
- A successful tenderer will have to execute an agreement as per Standard tender document for procurement of work with the Executive Engineer, NPKL Division, Bangalore Development Authority within 7 days upon receipt of intimation, failing which his tender will be rejected and EMD will be forfeited.
- The work shall be commenced with all earnestness within seven days from the date of issue of work order, failing which it would be presumed that he is not interested in the work and action will be taken to get the work executed through alternate agency.
- Corrigendum / modifications / corrections, if any, will be published in the website only.

- h. Bangalore Development Authority reserves the right to accept / reject any or all tender without assigning any reasons.
- i. Further details of work can be obtained in the Office of the Executive Engineer, NPKL Division, Bangalore Development Authority, No.101/3, and 102/2, BDA Office Complex, Jnanabharathi Layout, BM Road, Kengeri, Opp to Metro Pillar No.594, Bangalore-560060 on all working days between 3:30 pm and 5:30 pm.
- j. For Details, registration and e- procurement visit GOK e-procurement website <https://kppp.karnataka.gov.in>. or contact e-procurement Helpdesk at 080 - 22371090/22340060.
- k. Relevant documents only to be uploaded. Otherwise liable for rejection.

Sd/-
Executive Engineer,
NPKL Division,
BDA, Bangalore.

Copy submitted for kind information to :

1. The Commissioner, BDA, Bangalore.
2. The Engineer Member, BDA, Bangalore.
3. The Finance Member, BDA, Bangalore.
4. The Engineer Officer-I, II, III & IV, BDA, Bangalore.
5. The Deputy Secretary, UDD, M.S.building, Bangalore for publication in the State Tender Bulletin.

Copy to :

1. Public Relation Officer, BDA, Bangalore for wide publicity and to arrange for publication in two leading local News papers.
2. All the Executive Engineers, BDA, Bangalore for wide publicity.
3. Notice board.
4. File.

Executive Engineer,
NPKL Division,
BDA, Bangalore.

SECTION 2. INFORMATION TO CONSULTANTS

1. INTRODUCTION

- 1.1 Bangalore Development Authority (BDA) "the client" is desirous of obtaining the "Preparation of Detailed Project Report and Tender documents for the proposed Peripheral Ring Road-2 (Bangalore Business Corridor) connecting Hosur Road to Mysore Road via Banneraghatta & Kanakapura road and Providing Project Management Consultancy Service during the Construction period", Indent No. BDA/EE(NPKL)/Tender/ 06/2023-24.

The objectives and description of the services are:

"Preparation of Detailed Project Report and Tender documents for the proposed Peripheral Ring Road-2 (Bangalore Business Corridor) connecting Hosur Road to Mysore Road via Banneraghatta & Kanakapura road and Providing Project Management Consultancy Service during the Construction period"..

BDA will select a consulting firm based on evaluation criteria mentioned in this document

- 1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, "Preparation of Detailed Project Report and Tender documents for the proposed Peripheral Ring Road-2 (Bangalore Business Corridor) connecting Hosur Road to Mysore Road via Banneraghatta & Kanakapura road and Providing Project Management Consultancy Service during the Construction period"., Indent No. BDA/EE(NPKL)/Tender/06/2023-24. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.
- 1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the consultant under each phase must be to the client's satisfaction before work begins on the next phase.
- 1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

- 1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.
- 1.7 Government of Karnataka (GOK) expects consultants to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- 1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

- (a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

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This Information to Consultants section shall not be modified. Any necessary changes, to address specific project issues, shall be introduced only through the Data Sheet (e.g., by adding new clauses). Likewise, modifications to the standard Form of Contract should be made only by including clauses outlining the Special Conditions and not by introducing changes in the wording of the General Conditions.

- (b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.8 It is GOK's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of

a public official in the selection process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

- (e) will have the right to require that, GOK to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para 1.8 (d).

1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

Consultant

Executive Engineer

2.1 Consultants may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

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3. PREPARATION OF PROPOSAL

3.1 Consultants are requested to submit a Proposal (para 1.2) written in the Language (s) specified in the Data Sheet.

Technical Proposal

Consultant

Executive Engineer

3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) The firms having following minimum experience only will be considered for qualification;

(a) The Consultants/Firms should have a minimum of 5 years of experience in the field of preparation of DPR and project management

(b) Each tender in its name should have in the last Five years i.e. 2018-19 to 2022-23 successfully Executed ***Preparation of DPR*** works at least one Road Infrastructure involves flyovers / grade separators / Under pass Work Value of Construction Work shall be not less than **Rs. 50000.00 Lakhs** each in any of the last 05

Financial Year. In support of this, the Tenderer shall furnish a Certificate duly certified by the Competent Authority of Rank not below the Executive Engineer along with the Technical Bid.

- (c) Each tender in its name should have in the last Five years i.e. 2018-19 to 2022-23 successfully Executed ***Project management consultancy works*** at least one Road Infrastructure involves flyovers / grade separators / Under pass Work Value of Construction Work shall be not less than **Rs. 50000.00 Lakhs** each in any of the last 05 Financial Year. In support of this, the Tenderer shall furnish a Certificate duly certified by the Competent Authority of Rank not below the Executive Engineer along with the Technical Bid.

- (d) Achieved in each of the last two financial years a minimum Financial Turnover (in all classes of Civil Engineering Consultation Works only) of **Rs.1500.00 Lakhs**. In support of this, the Tenderer shall furnish the Audited Balance Sheet for the last five Conservative financial years along with the Technical Bid.

- (e) The Bidder should have Established office and well equipped own Laboratory and should furnish the list of manpower, equipment and software possessed by him as per the tender documents.

- (f) Bidder should attach all the scanned copies of certificates pertaining to their eligibility criteria, qualification information documents, failing which the bid will not be considered. No physical documents shall be considered. (also all scanned copies should be visible and should have clarity)
- (g) Bidder should/disclose the number of similar projects on hand.
- (ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.
- (iv) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

(v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

- (i) A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
- (iii) A description of the methodology and work plan for performing the assignment (Section 3D).
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

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- (v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.

- (vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).

- (vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursable such as subsistence (per housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.7 Consultants shall express the price of their services in Indian Rupees.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

4.1 The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.

4.2 An authorized representative of the Consultant initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

4.3 For each Proposal, you should prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal should be submitted through e-portal only.

4.4 All proposals shall be submitted through e-portal

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4.5 The completed Technical and Financial Proposal must be delivered through e- procurement portal only on or before the time and date stated in the Data Sheet. Any Proposal received after the closing time for submission of proposals shall be returned unopened.

4.6 After the deadline for submission of proposals the Technical Proposal shall be opened through e-portal as on the specified data in the tender notification. The Financial Proposal of those consulting agencies who are qualified technically will be opened through e-

5. PROPOSAL EVALUATION

5.1 From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

- 5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

- 5.4 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one week after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail. All bids will be opened through e-portal only
- 5.5 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend through e-portal. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

- 5.7 The Client will select the lowest proposal ('evaluated' price). The selected Consultant will be invited for negotiations.

6. NEGOTIATIONS

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special

attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client will invite the firm who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

7. AWARD OF CONTRACT

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation (para 5.3)

7.2 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. CONFIDENTIALITY

Consultant

Executive Engineer

- 8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the contract.

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Data Sheet

Information to Consultants

Clause Reference	
1.1	The name of the Client is: COMMISSIONER., BDA. , BANGALORE represented by THE EXECUTIVE ENGINEER NPKL DIVISION., BDA, BANGALORE The method of selection is: Least Cost Selection (LCS)

Consultant

Executive Engineer

Clause Reference	
1.2	A technical and a Financial Proposals are requested: Yes The name, objectives and description of the Assignment are: "Preparation of Detailed Project Report and Tender documents for the proposed Peripheral Ring Road-2 (Bangalore Business Corridor) connecting Hosur Road to Mysore Road via Banneraghatta & Kanakapura road and Providing Project Management Consultancy Service during the Construction period"., BDA/EE(NPKL)/Tender/06/2023-24.
1.3	The Assignment is phased: No
1.4	A pre-proposal conference will be held: Yes On 20/03/2024 at 16.00hrs at the office of the Engineer Officer-1 BDA Head Office, Bangalore The name(s), address(es), and telephone/numbers of the Client's Official(s) are: Executive Engineer, NPKL Division, Bangalore on all working days between 3.30 PM to 5.30 PM working hours. Mobile No 9980244677

Clause Refere nce	
1.5	The Client will provide the following inputs: The Detailed Project report of the Main work and drawings proposed in it would be provided.

1.7.2	The Client envisages the need for continuity for downstream work: Yes. Refer ToR.
1.11	The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.
2.1	Clarifications may be requested as Specified in Karnataka Public Procurement Portal before the pre-proposal meeting date. The address for requesting clarifications is: as Specified in Karnataka Public Procurement Portal
3.1	Proposals should be submitted in the following language(s): <u>English</u>

1.7.2	The Client envisages the need for continuity for downstream work: Yes. Refer ToR.
3.3	(i) Shortlisted Consultant may associate with other shortlisted Consultant: No (ii) The estimated number of key professional staff months required for the assignment is: to be furnished by Consultant based on the Scope of Work. (iv) The minimum required experience of proposed key professional staff is: 1) Team Leader: This is the senior most position and the expert engaged as the team leader shall be responsible for reviewing the entire project implementation activities and total project execution. This position requires a Senior Engineer who shall be graduate in Civil Engineering with Post graduation in highway engineering having experience of 15 years in flexible pavements/ rigid pavements, flyovers / grade separators / Under pass utilities, water supply and other road

Consultant

Executive Engineer

1.7.2	The Client envisages the need for continuity for downstream work: Yes. Refer ToR.
	2) Other Key Professionals: a).Highway Engineer: This position requires a graduate in Civil Engineering with minimum of 10 years' experience. He should have worked as Highway engineer for at least two major highway / Similar road projects in the last 5 years - 02 Person. b). Structural Engineer Must be a Post Graduate in Structural Engineering from recognized University and having experience of minimum 10 years in Proof checking of similar type flyovers / grade separators / Under passing works - 2 Person.

1.7.2	The Client envisages the need for continuity for downstream work: Yes. Refer ToR.
	c).Site Engineer (Civil) Must be Graduate in Civil Engineering from recognized University with minimum 5 years experience in Handling Similar type of Civil Engineering works with bridges flyovers / grade separators / Under pass basement having services like water supply, sewerage and road infrastructure or Diploma in civil Engineering from Govt., recognized Polytechnic with 7 years experience in Handling similar type of Civil Engineering works - 05 Person (to be deployed at site) d). Electrical Engineer Must be Graduate in Electrical Engineering from recognized University with minimum of 5 years experience in Handling Similar type of street lighting and allied works or Diploma in electrical engineering from Govt., recognized Polytechnic with 7 years experience - 01 Persons. (to be deployed at site) e).Quantity Surveyor: This position requires a graduate in Civil Engineering with minimum of 8 year's experience. He should have worked as Quantity surveyor for at least two major highway / Similar road projects in last 5 years 3) Other professional support staff: Must have Degree / diploma of minimum 5 years experience and shall have handled at least 1 major highway / similar road work.

Consultant

a).Supporting Staff Supporting Staff such as Draftsman,
Executive Engineer

3.4	(vii) Training is an important feature of this Assignment: No <i>[If yes provide appropriate information]</i> (viii) Additional Information in the Technical Proposal includes: As per the RFP and enclosures sought and 1) Details of back up facilities available with them in respect of services required. 2) A list of concurrent commitments and also indicate availability of their staff with relevant experience, who could be mobilised by them at short notice, which will allow him to complete the assignment within a specified period. The following details should be given:
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3.4	(vii) Training is an important feature of this Assignment: No <i>[If yes provide appropriate information]</i> (viii) Additional Information in the Technical Proposal includes: As per the RFP and enclosures sought and 1) Details of back up facilities available with them in respect of services required. 2) A list of concurrent commitments and also indicate availability of their staff with relevant experience, who could be mobilised by them at short notice, which will allow him to complete the assignment within a specified period. The following details should be given:
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3.4	(vii) Training is an important feature of this Assignment: No <i>[If yes provide appropriate information]</i> (viii) Additional Information in the Technical Proposal includes: As per the RFP and enclosures sought and 1) Details of back up facilities available with them in respect of services required. 2) A list of concurrent commitments and also indicate availability of their staff with relevant experience, who could be mobilised by them at short notice, which will allow him to complete the assignment within a specified period. The following details should be given:
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3.4	(vii) Training is an important feature of this Assignment: No <i>[If yes provide appropriate information]</i> (viii) Additional Information in the Technical Proposal includes: As per the RFP and enclosures sought and 1) Details of back up facilities available with them in respect of services required. 2) A list of concurrent commitments and also indicate availability of their staff with relevant experience, who could be mobilised by them at short notice, which will allow him to complete the assignment within a specified period. The following details should be given:
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3.4	(vii) Training is an important feature of this Assignment: No <i>[If yes provide appropriate information]</i> (viii) Additional Information in the Technical Proposal includes: As per the RFP and enclosures sought and 1) Details of back up facilities available with them in respect of services required. 2) A list of concurrent commitments and also indicate availability of their staff with relevant experience, who could be mobilised by them at short notice, which will allow him to complete the assignment within a specified period. The following details should be given:
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5.3 The number of points to be given under each of the evaluation criteria are:

Points

- (i) Specific experience of the consultants related to the Assignment. Consultancy firm should have completed a Detailed engineering for work of Road Infrastructure including finalization of Alignment, carrying out Design, Drawing and other related works and must have obtained clearance from competent authority involving Preparation of DPR for the similar project
- (ii) Financial Turnover
- (iii) Qualifications and competence of the key staff for the Assignment
- (iv) Adequacy of the proposed work plan and methodology in responding to the ToR

Total = 100

The minimum technical score required to pass is: 75 Points

Break up of above points is shown in **Table** below:

Technical Evaluation (1st Stage-Technical Evaluation of the Proposal)

Breakup of Score 5.3 (i) Specific experience of the consultants related to the Assignment

Sl. No.	Particulars	Marks
a)	The consultant shall have successfully completed two detailed Project reports for of Roads, C.D Works, Storm water drains, Utility ducts, Projects in last five (05) years of Project value not less than Rs. 300 Crores each excluding other works.	
b)	The Consultant shall have successfully completed two Project Management consultancy Services for Roads,	

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Executive Engineer

Sl. No.	Particulars	Marks
	C.D Work (including other other allied works) projects in last five (05) Years of Project value not less than Rs.300 Crores each excluding other works.	
	Sub Total	

Breakup of Score 5.3 (ii) Financial Turnover

a)	The consultants shall have achieved Rs. 15.00 crore turnover in any of the two financial years in the last five (05) years in similar consultancy services and shall upload Audit Report duly certified by the Chartered Accountant for the preceding five financial years.	
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Breakup of Score 5.3 (iii) Qualifications and competence of the key staff for the Assignment

Sl.No.	Key Personnel / Experts	Points
1	Team Leader with Experience not less than 15 years in Highway / Transportation Engineering - 01	
2	Site Engineer - with 05 years of experience - 05 No.s & Electrical Engineer -01	
3	Highway / Transportation Engineer - with 05 years of experience - 02 No.s	
4	Structural Engineer with 10 years of experience- 02 No.s	
5	Quantity Surveyor: This position requires a graduate in Civil Engineering with minimum of 8 year's experience - 01 no's	
	Sub Total	

Breakup of Score 5.3 (iv) Adequacy of the proposed work plan and methodology in responding to the ToR

a)	Methodology	
b)	Work Plan and Innovative Solutions for speedy project completion	
c)	Organization chart and Manning Schedule	
	Sub Total	

Consultant

Executive Engineer

6.1	Negotiations will be held at <u>Office of the Engineering Member, BDA, Bengaluru</u>
7.2	The assignment is expected to commence from the date of issue of Work order after signing the contract agreement.

-

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

3A. Technical Proposal submission

form. 3B. Consultant's references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments.

3F. Format of Curriculum Vitae of proposed key professional staff. 3G. Time schedule for professional personnel.

3H. Activity (work) schedule.

—

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Consultant)

To: Executive engineer

Authority

NPKL Division
Bangalore Development

Bangalore

Ladies/Gentlemen:

Consultant

Executive Engineer

Subject: Preparation of Detailed Project Report and Tender documents for the proposed Peripheral Ring Road-2 (Bangalore Business Corridor) connecting Hosur Road to Mysore Road via Banneraghatta & Kanakapura road and Providing Project Management Consultancy Service during the Construction period". BDA/EE(NPKL)/Tender/06/2023-24. technical proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [*Date*] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to
accept any Proposal you receive. We
remain,

Consultant

Executive Engineer

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Consultant:

Address:

—

3B. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:	Country:
Location within Country:	Key professional staff Provided by Your Firm/entity(profiles):
Name of Client:	No. of Staff:

Assignment Name:		Country:
Address:		No. of Staff-Months; duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year) :	Approx. Value of Services (Rs.M):
Name of Associated Consultants, if any:		No. of Months of Key professional staff, provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		

Assignment Name:	Country:
Description of Actual Services Provided by Your Staff:	

Consultant's Name: _____

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

TERMS OF REFERENCE

BACKGROUND

Consulting Services for **“Preparation of Detailed Project Report and Tender documents for the proposed Peripheral Ring Road-2 (Bangalore Business Corridor) connecting Hosur Road to Mysore Road via Banneraghatta & Kanakapura road and Providing Project Management Consultancy Service during the Construction period”**. BDA/EE(NPKL)/Tender/06/2023-24

Bangalore Development Authority (BDA) is a Governmental organization and the principal Planning Authority for Bengaluru. Its function, under the Karnataka Town and Country Planning Act of 1961, is as a regulatory body required to prepare in the prescribed manner a Comprehensive Development Plan for the Bengaluru metropolitan region. It also oversees planning and development of infrastructure, provision of development-related sites and services, the housing needs of under privileged citizens in Bengaluru and is currently the city's largest land developer. BDA based on the mandate received from GOK and duly approved by the Board, has taken up to Formation of Peri Pheral Ring Road Part-2 (PRR-2) with providing truck terminals, BMTC DEPOTS (Between Hosur Road – Mysore Road and Tumkur Road vide final notification No:BDA/Commissioner/DC(LA)/SALAO/115/2005-06 Bangalore date:12/12/2005 and published in Karnataka Gazette on 31/12/2005.vide Part-3 No.2213 Pages:1 to 94 for acquisition of land required for this project. BDA intends to procure the services of a Consulting firm to carry out the preparation of DPR and construction & supervision of the works and quality control including the project management.

1. The objectives and description of the services are:

The main objectives of the assignment are to carry out the following as per the

Consultant

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applicable Standards/ Codes/ Guidelines/Manuals / schedule of rates and directions of the Client:

- a. The consultant shall perform all necessary planning, designing, preparation of drawings, preparation of tender documents, using the latest software for design, drawing, assisting in evaluation and awarding of construction tenders
- b. Project scheduling and monitoring, construction supervision and related works as described herein adopting latest urban designs& technologies to quickly deliver the results with due care and diligence to attain the objective of the project. speedy work and shall quickly deliver the services by deploying sufficient manpower.
- c. The assignment involves conducting survey, soil investigation, testing wherever necessary, preparation of Detailed Project Report with designs, drawings, BOQ with specifications and Project Monitoring for the formation roads, surface drainages, signages, Cross Drainage (CD) Works, Storm Water Drains, Utility Ducts, SWD, nalas, lakes etc.,.
- d. The consultant shall prepare Quality Assurance Plan for each stage - design, drawing, specification, material selection, construction scheduling, inventory maintenance, safety plan, construction supervision, quality monitoring of Project works to be executed at site conforming to contractual and NABL standards and reporting in standard formats. During supervision of construction work, consultant shall direct the Contractors to take all necessary steps including those mentioned in the construction contract to protect the environment (on and off the site) due to construction activities / operations, maintaining safety at all stages. Consultant shall direct the contractor to strictly follow the time schedule and any slackness in progress shall be re-planned to adequately compensate the delay in the immediate time schedule.

- e. Consultant shall jointly exercise the measurement of works with the contractor's engineer and shall verify the Bills (running and final) prepared and submitted by the Contractor with respect to the approved drawings, designs, quality of materials, procedures followed, quantities with reference to the measurements and to certify for payment as per contractual conditions. Any variation of quantities and extra items/ savings shall be brought to the notice of the client at the earliest. To prepare documents, reports for approvals, for discussions, presentations for review meetings, revised drawings as per site conditions encountered during constructions, progress reports at timely intervals, material certifications and preparation of as-built drawings. During the Defects Liability Period, to conduct inspection of works, identification of defects/ faults, suggesting remedial measures, quantification and estimation of remedial work to be carried out, supervision of remedial work and reporting.
- f. Supervise and manage the construction works to ensure their compliance with the terms and conditions of contract agreement, specifications and their completion on time.

2 Description of Assignment

The Consultant shall perform the services in line with the objectives stated above and as outlined below as part of responsibility for the services of the work using advanced technology and safe method. Consultant shall provide qualified professional staff with relevant experience to carry out the assignment. The Services shall include but not limited to the following:

- (i) Visiting the site, studying the site conditions, collecting the data required for preparation of report for the project. Interact with client about the site specific suitable technology with options and collect all requirements for proper Planning and design of Roads, C.D Works, Storm water drains, Utility ducts, and preparation of Detailed Project Report for the same including good for construction drawings and supervision of project during execution.
- (ii) Carrying out topographical survey wherever necessary and soil investigations for Roads, design of Pavement, CD structures and other structures and preparation of Detailed Project Report for the same including good for construction drawings and supervision of project during the time of execution.
- (iii) Identify the appropriate locations and undertake design of structures like flyovers under passes & Grade separators required to be constructed and supervision of project during execution.
- (iv) Carrying out all the required additional and site specific survey &

investigation, which are relevant for carrying out detailed designs.

- (v) Carrying out geometric design of roads considering traffic projection with adequate road side drainage considering the terrain and hydrology, preparation of Plans, Longitudinal Profiles, cross section of the roads at reasonable intervals, providing Utility corridors and crossings, Bus bays, Rickshaw stands, adopting suitable road safety features at junctions, crossings, pedestrian walkways, cycle paths, arboriculture, medians, design for lighting of streets, integrating the above in the new formation with the existing systems in the village boundary/ built-up areas with as per scheme plan.
- (vi) Preparation of Hydraulic and structural design of CD including their number and location based on the alignment.
- (vii) SWDs at suitable intervals. Greenbelt area / Landscape Plan need to be designed. Storm water drainage layout & Rain water harvesting drawings with location of RWH sumps & percolation pits, Preparation of Storm water management plan, precautions for avoiding flooding of low lying areas, adequate design for quick runoff from road surface without causing inundation of roads.
- (viii) Estimated excavated earth quantity, its storage and utilization for back filling (within the project).
- (ix) Preparation of longitudinal section and cross section of flyovers under passes & Grade separators, Structural design of all necessary structures of the project area as per the Plan. Design of Fire hydrant system with adequate network in consultation with Fire services department of GoK.
- (x) Other Works: Grading and levelling of ground for formation of sites, Protection works of Boundary for, Nalas, SWD, Lakes, Location and design of Vehicular parking locations, C & D waste disposal plan should be prepared and got approved from the appropriate authority.

- (xi) Preparation of drawings including the survey numbers and coordinates showing all the infrastructure facilities such as roads, electrical poles,
- (xii) Calculation of detailed quantities for individual components, preparation of rate analysis using current schedule of rates of PWD, KPTCL, BWSSB, BESCOM, MI and any other department concerned. Preparation of abstract estimate and furnishing the same as per approved format as directed by the Client.
- (xiii) Preparation of Detailed Engineering Report including all relevant drawings such as General Arrangement Drawing and Structural drawings, good for construction drawings with required number of copies for approval and as directed by the Client.
- (xiv) If the items proposed in the estimates where the rates are not found in any of the scheduled of rates of Government organisations, data rates shall be accompanied to the respective items and duly approved by the competent authority before adopting the data rates.
- (xv) Any modification by the Client with respect to the DPR and change in rates issued by PWD Scheduled of Rates (SR) and other department rates need to be adopted and revision of DPR need to be done at no additional consultancy cost.
- (xvi) Preparation and submission of the intermediate report as stipulated to get approval by the Client.
- (xvii) Preparation and submission of the Good for Construction drawings timely prepared in Auto Cad to A0 size or suitable size (Colour Print) as required by the Client in Ten sets including soft copy.
- (xviii) Design and DPR, good for construction drawings with respect to Water Supply and UGD System Shall be vetted by BWSSB& Client.
- (xix) Design and DPR, good for construction with respect to Electrical Supply and Distribution shall be vetted by KPTCL, BESCOM& Client.

- (xx) To make presentation in the In-house Committee/Technical Committee for the proposal made and to get approval.
- (xxi) For Bid Process management, the consultant shall provide Bid document, Tender drawings for tendering purpose, prepare necessary documents to assist the client for award of contracts.
- (xxii) The consultant shall cooperate and revise the detailed design and drawings as per the instructions of the proof checking consultants who will be appointed by the client before the commencement of the work.
- (xxiii) The consultant shall provide adequate staff required for inspection of works, identifications of defects, suggestions of remedial measures, quantification and estimation of remedial work with execution plan such that the disturbance to the public will be least for the approval of the client.

3. DETAILED SCOPE OF SERVICES OF CONSTRUCTION SUPERVISION AND MANAGEMENT SERVICES

Preparation of Detailed Project report and Good for Construction drawings during Project Management as per MORT&H and IRC Specifications for leveling, grading for site formation, Roads, Junctions, Cross Drainage Works, Surface drainage system, signage, road markings and utility ducts, Storm water drainage systems, considering topography and Hydrology. Computation of detailed earthwork with optimum cutting and filling shall be made. The Consultant shall perform the principal services outlined below as a part of responsibility for the supervision of the works. They shall provide the qualified professional staff with relevant experience to carry out the assignment The Services will include but not be limited to the following:

- a)** Represent the interest of the BDA vis-à-vis the Contractor in any manner related to the construction contract and the proper execution thereof.

- b)** Furnish for the use of the Contractor all necessary topographic survey data as required for setting out of all permanent and temporary works.

- c)** Review and recommend for approval the Contractor's work schedule or revisions thereto and any such plans or programmes that the Contractor is obliged to furnish for approval. The Consultant shall also prepare and submit a disbursement schedule for approval.

- d)** Assess the adequacy of all inputs such as materials and labours provided by the Contractor and his methods of work in relation to the required rate of progress and when required, take appropriate action in order to expedite progress. Keep and regularly update a list of the Contractor's equipment (and its condition) to ensure compliance with the Contractor's commitment in his bid.

- e)** Inspect and evaluate all Contractor's installations, shops and warehouses and other accommodation to ensure compliance with the terms and conditions of contract

- f)** Examine and make recommendations on all claims from the Contractor for extension of time, extra compensation, work or expenses or other similar matters.

- g)** Compute quantities of approved and accepted work and materials and check, certify and make recommendations on the Contractor's Running Bills and final payment certificates. All payments shall be checked and countersigned by the Consultant. All Bills for payment shall accompany with necessary Quality control test reports as per MORT&H and other relevant codes.

- h)** Prepare and submit weekly/monthly reports on the progress of works, the Contractor's performance, quality of works and the project's financial status and forecasts.
- i)** Propose and present for the approval any changes in the Contract Documents that may be deemed necessary for the completion of works including information on any effect the changes may have on the contract amount and the time of completion of the project, and prepare all specifications and other details.

- j)** Provide legal advice on possible Contractor's claims.

- k)** Inform on problems or potential problems, which arise in connection with the works contract and make recommendations for

possible solutions.

- l)** Maintain representatives at the site in such manner that adequate supervision of construction works is ascertained at all times when the Contractor is working. Maintain representative at the Batching Plant in such a manner that adequate quality control of material, mix, Design and is ascertained at all times when the contractor is working and also more than one contractor is working in the package.

- m)** Provide timely assistance and direction to the Contractor in all matters related to the interpretation of the Contract Documents, ground survey controls, quality control testing and other matters related to contract compliance and progress of the project.

- n)** Prepare and maintain inspection and engineering reports and records to adequately document the progress and performance of the works.

- o)** Review and approve the Contractor's working drawings, and drawings for temporary works.

- p)** Perform all survey measurements of completed or partial works where required for the determination of quantities.

- q)** Assure the receipts of, and maintain as permanent records, all warrants required under the terms of the Contract Documents for materials and equipment accepted and incorporated in the project. All local materials incorporated in their source are also to be approved and as-built drawings to be prepared for all works by the contractor.

- r)** Organise and operate a materials laboratory on the basis of the provisions in the work contract and perform all laboratory and field testing of materials and products needed to assure that the quality as specified in the contract documents is attained

- s)** Inspect the safety aspects of the construction and temporary works to ensure that reasonable measures have been taken to protect life and property.

- t)** Before the issuance of the certificate of provisional acceptance, the Consultant shall carry out the necessary inspection, specify and supervise any remedial works to be carried out and recommend upon completion the inspection with representatives of the Contracting Authority and assist in issuing the certificate of

substantial completion.

- u)** Submit after review, to the Client one complete set of reproducible, revised contract drawings showing the "as constructed" project, to the extent requested by the Client and to the extent possible from information provided by the Contractor or otherwise patently visible.
- v)** Perform all other tasks not specifically mentioned above but which are necessary, and essential to successfully supervise and control all construction activities in accordance with the terms of reference of the works contract.
- w)** Render services as project management consultant also to plan and for timely completion the project. The consultant shall examine the actual progress achieved vis- à-vis, the accepted programme on regular basis. If any shortfall is noticed, the consultant shall study the reasons for such shortfall with specific reference to the inadequacies in deployment of men, material and machinery at the site. The consultant shall bring to the notice of the contractor to provide adequate men, material and machinery that are absolutely essential to wipe off the accumulated shortfall over a reasonable time frame and also to prevent such occurrences of shortfall in future.
- x)** Provide BDA with all details of progress achieved vis-à-vis, the accepted programme on regular basis. If there are repeated slippages between the actual progress and programme not

withstanding, the consultant shall report to BDA with all the facts and figures including reasons for such repeated slippages in progress. The consultant shall assist BDA in issuing notices to the contractor for wiping off the accumulated shortfall within a reasonable time frame. The consultant shall also work out the penalties impossible as per the agreement and intimate to BDA for taking necessary action.

y) To submit the test report conducted on construction materials and at site during execution of the work and after completion of the work like field test of concrete / asphalt Batching Plant and at site to ascertain strength of the material used as per IS.

- Preparation of Detailed Project report and Good for Construction drawings during Project Management based on the topographical survey, Strip survey, Road network
- **Electrical lighting System:**Preparation of Detailed Project report and Good for Construction drawings during Project Management Based on the topographical survey, Strip survey, road network the following works need to be carried out as per prevailing norms of KERC,KPTCL,BESCOM,BWSSB and BBMP:
- A final exhaustive site survey report should be submitted covering detail BoQ and further consolidated at Block level, deviation from indicative BoM (Bill of Materials), risks involved to execute the work along with mitigation plan, resources required as well as a quality assurance plan indicating expected deviations along with the project execution strategy, Existing & Proposed route plan and identification of other utilities

(like KPTCL,BESCOM,BWSSSB, GAIL and etc.,) underground line passing in the vicinity of the proposed UG & OF cable network. A comprehensive documentation in appropriate format to be submitted on the completion of the survey through the concerned O&M division, KPTCL/BESCOM to the competent authority. Co-ordination with Implementing Agency appointed by BDA for overall works monitoring and assisting in handing over process of Sub-stations and Distribution network and Streetlights to the concerned KPTCL,BESCOM and BBMP.

4. Quality Management.The Consultant shall establish and monitor the following:

1. Quality assurance plan,quality management plan and implementation procedures and requirements as per NABL Standards.
2. Quality control and monitoring to ensure that the works are being carried out as per specifications and are being checked prior to its acceptance
3. Quality assurance verifying that quality control tasks are being performed Continuously pursuing for adhering to the quality standards during construction process

5. Actions requiring specific approval of BDA

The Consultant will be required to obtain the specific approval of BDA before taking any of the following actions:

- a) Certifying additional cost.
- b) Determining an extension of time.
- c) Recommendation for variation in work quantities, fixing rates or prices.

6. Liaison Meetings

Liaison meetings shall be held between the BDA and the Contractor at frequent intervals. The meetings would be attended by members of the supervision staff as necessary and would have the objective of expanding on the contents of the progress reports, discussing any problems and financial matters.

7. Reports, Time Schedule and Payment Schedule Time Schedule.

Consultancy Contract period of 30 months comprises of Four Phases as listed below:

PHASE	TASK	Time period
PHASE 1	Preparation of DPR, Designs, drawings and submission of all documents for Road formation, Roads, C.D Works and Storm Water Drains as in broad scope of works	60 Days
PHASE 2	Preparation and submission of all tender documents, assisting client for evaluation of tender documents, conducting pre bid meeting and any other works related to bid preparation .	30 Days
PHASE 3	Finalization of bidder, entering in to agreement with successful bidder ,facilitating smooth handing over of the site to contractor	90 days
PHASE 3	Project Management Consultancy and Supervision of Construction of Roads, C.D Works, Storm water drains, Utility ducts conducting necessary tests as per relevant codal provisions.	24 Months from the date of the commencement of the works

a) Contract Schedule

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The Project Construction Period stipulated is twenty four (24) months. However the consultancy services for Project Management and Construction supervision may be required till the completion of the project

b) Schedule of Reports

The Consultant shall prepare and submit four (4) copies to BDA of each of the following reports and documents in English:

Inception Report and QAP	- within 7 days after mobilisation
Monthly Progress Reports	- By the 5th of the each month.
Final Report works	- One week after completion of the (provisional acceptance).

Q.A. Report

- Along with the R.A.Bills

c) Contents of Reports

a.Inception Report

The Inception Report shall cover the following:

- Reviewing Contractor's mobilisation and work plan.

- Setting out Guidelines for Administering, Monitoring and evaluating project progress.

- Mode of co-operation with the BDA, the concerned E.E and any other related organisation(s).

- Quality Assurance Programme.
- Plant -Batching Plant inspection and report.
- Pre-execution material testing reports

***b.* Weekly Progress Reports**

The weekly Progress Reports shall be brief and concise and provide means of closely monitoring project progress and forecasting construction costs, and shall cover the following:

- Main activities, undertaken and events for the period and Progress Report
 - on the activities of the Contractor and supervision staff
 - Monitoring and Evaluation of project progress.
-
- Project accounts, payments of approved bills, claims, certificates of payments and variation orders.
-
- Summary of consultant's observations / results on Quality Control tests.

c.Monthly Progress Reports

Monthly Progress Report summarising activities and work progress achieved in the last months will be submitted in lieu of the weekly progress report for that week.

***d.* Final Report**

On completion of the Project, the Consultant shall prepare a final report which will form a comprehensive record of the construction works including any changes or modification of designs, problems encountered and solutions recommended operational procedures, expenses and variations. All reports and documents relevant to the services, maps, field survey notes, computer programmes, etc. shall become the property of the BDA.

8. Services during the Defects Liabilities / Maintenance Period

During this period, the Consultant shall undertake the following:

Consultant

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- a)** Inspection of roads periodically and report to the BDA regarding status/defects observations in the road and any maintenance works to be carried out by the contractor.

- b)** Inspection of works prior to the expiry of the Contractor's ONE year's defects liability /Maintenance period, preparation of a final deficiency list if required, supervision of remedial works and recommendation to BDA as to the date of the Final Inspection of Works.

- c)** Carrying out Final Inspection of Works together with representatives of the BDA and the Contractor.

- d)** Preparation and issuance of the Defects Liability Certificate.

e) Preparation of Final Payment Certificate.

9. Establishments

Testing Laboratory With all highway laboratory

testing machineries and field test equipments - 01 No

10. Quality tests

A) Laboratory Tests

Should have capacity of conducting the following tests

(i) All Different laboratory test on sub-grade soil

(ii) All Different testing equipments on road Aggregates (coarse/fine)

(iii) All Different testing equipments on bitumen materials

(iv) All Different testing equipments on bituminous mixes

B) Field Test

Should have capacity of conducting the following tests

(i) Determination of field density of pavements layer

(ii) Core tests

(iii) All tests on
cements/concrete works

(iv) Tests on bituminous pavements
layer

(v) Bitumen extraction tests

(vi) Unevenness Measurements by Bump integrator and MERLIN

C) For Laboratory Tests and Field Tests furnished at least 50% of machineries and Equipments Out of the following

1. Penetrometer -01, 2.Ductility testing mould-01,

3. CBR mould - 01, 4.Viscometer -01,

5. Manning vacuum capillary viscometer or Fenske Opaque Viscometer or

Orifice type Viscometer, -01 6. Marshall Stability testing machine-01

7. Core cutting machine -01 8. Bitumen extraction equipments -01

1. Penetrometer -01,
2. Ductility testing mould-01,

09. All types of Sieves as per MORTH

The minimum required experience and qualification are as per Data sheet.

The services of these key personnel / supporting staff shall be available full time during the entire period of project construction

CONSULTANT'S NAME:

Consultant

Executive Engineer

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Consultant

Executive Engineer

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

a) Technical/ Managerial Staff

Consultant

Executive Engineer

Sl. No.	Name	Position	Task
1. 2. 3. 4. 5.			

b) Support Staff

Consultant

Executive Engineer

Sl. No.	Name	Position	Task
1. 2. 3. 4. ..			

Consultant

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**3F. FORMAT OF CURRICULUM VITAE (CV) FOR
PROPOSED KEY PROFESSIONAL STAFF**

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession:_____

Date of Birth: _____

Years with Firm/Entity:_____Nationality:_____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe

me, my qualifications, and my experience.

[Signature of staff member and authorized representative of the Consultant] ***Date: _____ Day/Month/Year***

Full name of staff member: _____ **Full name of**
authorized representative: _____

**3G. TIME SCHEDULE FOR
PROFESSIONAL PERSONNEL**

Sl. No.	Name	Position	Reports Due/Activities	Months (in the form of a Bar Chart)*													
				1	2	3	4	5	6	7	8	9	10	11	12	Number of Months	

[illegible]

Full-time: _____
Activities Duration: _____

Part-time: _____ Reports Due:

Signature:__

* The Schedule should be for the period of completion of assignment (Authorized Representative)

Full Name:_____

Title:_____

Address:_____

3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items:

		Monthwise Program (in form of Bar Chart) ++ <i>[1st, 2nd, etc. are months from the start of assignment]</i>											
Sl. No.	<u>Item of Activity</u> (Work)	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th

[illegible]

[illegible]

		Monthwise Program (in form of Bar Chart) ++ <i>[1st, 2nd, etc. are months from the start of assignment]</i>											

++ The Program should be period of completion of assignment.

B. Completion and Submission of Reports

Reports: *	Programme: (Date)
------------	-------------------

Reports: *	Programme: (Date)
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

*** Modify as required for the Assignment.**

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

4A. Financial Proposal
submission form. 4B. Summary of
costs.

4C. Breakdown of costs.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Consultant)	TO: (Name and Address of Client)

Ladies/Gentlemen:

Subject: "Preparation of Detailed Project Report and Tender documents for the proposed Peripheral Ring Road-2 (Bangalore Business Corridor) connecting Hosur Road to Mysore Road via Banneraghatta & Kanakapura road and Providing Project Management Consultancy Service during the Construction period". **Indent No. BDA/EE(NPKL)/Tender/06/2023-24**

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (technical and Financial Proposals). Our attached financial proposal is for the sum of [*Amount in words and figures*].

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act

1988".

We understand you are not bound to accept any
Proposal you receive. We remain,

Yours sincerely, Authorized
Signature: Name and Title of
Signatory: Name of the
Consultant: Address:

4B. SUMMARY OF COSTS

No.	Description @	Amount (Rupees)
I	Remuneration for Key professional staff	
II III	Supporting Staff	
IV	Transportation Duty Travel	

No.	Description @	Amount (Rupees)
V	to Site Office Rent	
VI	Office Supplies, Utilities and Communication	
VII	Office Furniture and Equipment	
VIII	Reports and Document Printing	
IX	Surveys	
	TOTAL COST	

No.	Description @	Amount (Rupees)
	Consultancy Services Tax	
	TOTAL COSTS (Including Service Tax)	

Note: The ceiling cost of the consultancy is as shown in the Summary of Costs. Payments will be made as per stipulations of the Special Conditions of Contract. The break-up of cost as given in formats 4C is to facilitate assessment of reasonableness of costs and conducting negotiations in accordance with clause 6 of the Information to Consultants.

@ Modify the items as appropriate

for the consultancy assignment.

4C. BREAKDOWN OF
COSTS (RS)I
REMUNERATION FOR
STAFF

No .	Positi on	Name	Rate* (Rs.)	S M	Amount (Rs)
	<u>Key professional staff</u>				
1.					
2.					

No .	Positi on	Name	Rate* (Rs.)	S M	Amount (Rs)
3.					
4.					
5.					
6.					
	Sub-Total				

No .	Positi on	Name	Rate* (Rs.)	S M	Amount (Rs)
	<u>Sub-Key professional staff</u>				
1.					
2.					
3.					
4.					

No .	Positi on	Name	Rate* (Rs.)	S M	Amount (Rs)
5.					
6.					
	Sub-Total				
	TOTA L				

SM = Staff Month

II. Support Staff

No.	Position	Name	Staff Months	Rate * (Rs)	Amount(Rs)
1					
2					
3					
4					

No.	Position	Name	Staff Months	Rate * (Rs)	Amount(Rs)
				Total :	

* Provide the break up of the rates to show the basic salary, social costs and overhead,

III Transportation (Reimbursable) *

Total:

IV. Duty Travel to Site (Reimbursable)*

Total:

V Office Rent (Reimbursable)*

Total:

*Prepare details as appropriate for the consultancy assignment.

VI. Office Supplies, Utilities and Communication (Reimbursable)

No.	Item *	Months	Month ly Rate (Rs)	Amou nt in (Rs)
1.				
2.				
3.				

TOTAL : -----

* Prepare details as appropriate for the consultancy assignment.

VII. Office Furniture and Equipment (Reimbursable)

No.	Description(*)	Unit	Quantity	Rate ()	Amount ()
1	<u>Office Furniture (Purchase)</u>				
2	<u>Office Equipment (Purchase)*</u>				

No.	Description(*)	Unit	Quantity	Rate ()	Amount ()
				<u>Total</u>	

* Prepare details as appropriate for the consultancy assignment

VIII. Reports and Document Printing

No.	Description*	Number	No. of Copies	Rate per Copy (Rs.)	Amount (Rs.)
1					
2					
3					

Consultants

Executive Engineer

No.	Description*	Number	No. of Copies	Rate per Copy (Rs.)	Amount (Rs.)
				Total	

IX. Topographical Surveys (if any)*

- Prepare details as appropriate for the consultancy assignment

SECTION 5. TERMS OF REFERENCE

Terms of Reference normally contain
the following sections:

1. BACKGROUND
2. A CONCISE STATEMENT OF OBJECTIVES
3. AN OUTLINE OF THE TASKS TO BE CARRIED OUT
4. SCHEDULE FOR COMPLETION OF TASKS
5. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

6. FINAL OUTPUTS (i.e., REPORTS, DRAWINGS, etc.) THAT WILL BE REQUIRED OF THE CONSULTANT

7. COMPOSITION OF REVIEW COMMITTEE TO MONITOR CONSULTANTS

WORK

8. PROCEDURE FOR REVIEW OF PROGRESS REPORTS, INCEPTION, STATUS, FINAL DRAFT AND FINAL REPORTS
9. LIST OF KEY PROFESSIONAL POSITIONS WHOSE CV AND EXPERIENCE WOULD BE EVALUATED. (This should be same as indicated in Clause 3.3 (iv) of Data Sheet to Information to Consultants.)

**SECTION VI: CONTRACT FOR CONSULTANT'S
SERVICES**

between

Executive Engineer

NPKL Division
Bangalore
Development
Authority
Bangalore
[Name of Client]

and

[Name of Consultants]

Dated :

**SECTION VI: CONTRACT FOR CONSULTANT'S
SERVICES**

Between

Bangalore

Executive Engineer

NPKL Division
Bangalore
Development
Authority

[Name of Client]

and

[Name of Consultants]

Dated :

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I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the ____ day of the month of _ , 200 , between, on the one hand, _____ (hereinafter called the "Client") and, on the other hand, _____ (hereinafter called the "Consultants").

*[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows:*

".....(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the

*Consultants' obligations under this and
Contract, namely,*

*_____ (hereinafter
called the "Consultants.")"]*

WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (hereinafter called "GC");

(b) The Special Conditions of contract (hereinafter called "SC");

(c) The following Appendices:

Appendix A: Description of the
Services Appendix B: Reporting
Requirements

Appendix C:
consultants -----

Key Personnel and Sub-

Appendix D: Services and Facilities to be provided by the Client ____

Appendix E:
Contract Price

Breakdown of

Appendix F:
Guarantee for Advance Payments

Form of

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.]

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:
 - (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON
BEHALF OF [NAME
OF CLIENT]

By

(Authorized Representative)

FOR AND ON BEHALF
OF [NAME OF
CONSULTANT]

By

(Authorized Representative)

[**Note:** *If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner:*]

FOR AND ON BEHALF OF EACH
OF THE MEMBERS OF THE
CONSULTANTS

[Name of Member]

By

(Authorized
Representative) [Name
of Member]

By

(Authorized Representative)

etc.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
- (d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) "GC" means these General Conditions of Contract;

- (f) "Government" means the Government of Karnataka;
- (g) "Local currency" means Indian Rupees;
- (h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract.
- (i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

- (j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a)

- (k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

- (l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and

- (m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

- (n) "Third party" means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification and termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which

makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Suspension:

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7 Termination

2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultants (or any of their Members) become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

- (d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

- (e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five

(45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

- (i) such rights and obligations as may have accrued
on the date of termination or expiration;
- (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;
- (iii) any right which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and

materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8 .

2.7.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Consultants:

3.1 General

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub- consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 Consultants and Affiliates Not to engage in certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to Be Taken out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants"), and
- (c) any other action that may be specified in the SC.

3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Consultants to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and

software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. Consultants' Personnel and Sub-Consultants

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key

Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

- (a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

- (b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Services and Facilities

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and

- (iii) the additional payments, if any, to be made to the Consultants as a result thereof.

6. Payment to the Consultants:

6.1 Lump Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

The Contract price is set forth in the SC.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payments

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SC, interest shall be paid to the Consultants for each day of delay at the rate stated in the SC.

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

**Number of Amendments of, and Supplements to, Clauses
in the General GC Clause * Conditions of Contract**

[1.1 (h) The Member in Charge is
_____]. [1.4.1 The addresses are:

Client : _____

Attention : _____

Telex : _____

Facsimile : _____

Client : _____

E-mail : _____

Consultant : _____
s

Attention : _____

Telex : _____

Facsimile : _____

E-mail : _____

[Note¹: Fill in the blanks]

[1.4.2 Notice shall be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery;
- (b) in the case of telexes/e-mail, 24 hours following confirmed transmission;
- (c) in the case of telegrams, 24 hours following confirmed transmission; and

(d) in the case of facsimiles, 24 hours following confirmed transmission.] [1.6 The Authorized Representatives are:

For the Client : _____

For the Consultant:

—

[Note: Fill in the blanks]

¹*All Notes should be deleted in the Final Text*

[1.7.1 The consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[1.7.2 However the Consultancy Services tax payable for this Consultancy Services shall be paid/ reimbursed by the Client separately.]

[2.1 The date on which this Contract shall come into effect is :

[2.2 The time period shall be days *[Note: Fill in 30 days or any other appropriate]* or such other time period as the parties may agree in writing]

[2.3 The period shall be _____ *[Note : Fill in the period, e.g., twenty-four (24) months*

or such other period as the parties may agree in writing]. [3.4 The risks and the coverages shall be:

(1) Third Party motor vehicle liability insurance as required under Motor

Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel, for the period of Consultancy;

(2) Third Party liability insurance, with a minimum coverage for Rs for

the period of Consultancy;

(3) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

(4) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and

(5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the

Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

[Note: Fill in the blanks and delete what is not applicable] [3.5 (c) **Note:** *Delete where not applicable.*]

The other actions are]

[3.7 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

[5.1 *Note: List here any changes or additions to Clause GC5.1 If there are no such changes or additions, delete this Clause SC5.1 from the SC.*]

[6.2 The amount of Contract is Rs. .

[6.4 The account is]

Payment Schedule:

Payment shall be made according to the following schedule

Phase	Description of Assignment	Payment % on total amount of Contract
DPR / tendering stage	a) Preparation of DPR including of Design, Drawings and submission of all documents for Road listed as in broad scope of works	50% of the amount quoted for item 1 in financial bid .
	b) Preparation and finalization of bid documents required for tender process	30% of the amount quoted for item 1 in financial bid
	c) Finalization of Bidder, Entering into an agreement with successful bidder.	20% of the amount quoted for item 1 in financial bid
Constructi on period	Supervision for Construction of Roads, C.D Works, and Storm water drains, Utility ducts, NPKL Bangalore”.	Pro-rata basis on the quantity of work executed by the Civil contractor with respect to amount quoted in item no.2

[6.5 Payment shall be made within 60 days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within 90 days in the case of the final payment.

[7.2 Disputes shall be settled by arbitration in accordance with the following provisions.

7.2.1 Selection of Arbitrators:

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within

² Modify appropriately.

thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India*, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty

(60) days of the date of the list, the President, Institution of Engineers India*, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for

that dispute.

7.2.2 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India

7.2.3 Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

7.2.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

7.2.5 Miscellaneous

In any arbitration proceeding hereunder:

* Insert President Indian Roads Congress (for roads and bridge works) or any other appropriate Institution (for other type of consultancies)

(a) proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.

(b) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. APPENDIC

ES Appendix A: Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

Appendix B: Reporting Requirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]

Appendix C: Key Personnel and Sub-consultants

[List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. experience of Key Personnel to be assigned to work , and staff-months for each.

C-2 List of approved Sub-consultants [if already available]; same information with respect to their Personnel as in C-1 through C-2)]

Appendix D: Services and Facilities to be provided by the Client

[List here under:

F-1 Services, facilities and property to be made available to the Consultants by the Client.]

Appendix E: Breakdown of Contract Price in Indian Rupees

List here the elements of cost used to arrive at the breakdown of the lump sum price :

1. *Monthly rates for local Personnel (Key Personnel and other Personnel)*

2. *Reimbursable expenditures :*

This appendix will exclusively be used for determining remuneration for additional services.

Appendix F: Form of Bank Guarantee for Advance Payments

(Reference SC Clause 6.4 of Contract)

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref:_____ Dear Sir,

Bank Guarantee:_____Date: _____

In consideration of M/s.

(hereinafter referred
as the "Client", which

We_____ (Name of the Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Consultant to the extent of

_____ as aforesaid at any time upto _____ @ _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce

this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force upto and including _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s.

_____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ at _____

WITNESS

(signature)

(signature)

(Name)

(Name)

(Official Address)

Designation (with Bank stamp)

Attorney as per Power of

Attorney No. _____ Dated _____

Note : The bank guarantee shall be issued either by a bank
(Nationalized/Scheduled) located in India